



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

LOCAL COVID-19 EVICTION MORATORIUM **UPDATED AS OF 3/11/21**

To assist residents and businesses that have been economically impacted by the COVID-19 pandemic, the City Council of the City of Hermosa Beach adopted [Urgency Ordinance No. 20-1406U](#). This urgency ordinance enacted a temporary moratorium on evicting residential and commercial tenants for nonpayment of rent for those who are impacted by the COVID-19 pandemic. The Urgency Ordinance was subsequently clarified to comport with the state residential eviction moratorium (AB 3088) that was enacted after its adoption. That ordinance, Urgency Ordinance No. 20-1417U, restated September 30, 2020 as the expiration date of the City's local residential moratorium. It also incorporated the state requirements for eviction protection with respect to rent coming due October 1, 2020 through January 31, 2021.

The Urgency Ordinance was most recently amended again on February 9, 2021, as Urgency Ordinance [No. 21-1426U](#), to make the City's ordinance reflect the latest changes in state law (SB 91) regarding residential evictions. Under the new ordinance, the new state law eviction protections will apply to residential tenancies through June 30, 2021 instead of January 31, 2021.

NOTE: THIS MORATORIUM ONLY APPLIES TO EVICTIONS FOR NON-PAYMENT OF RENT DUE TO FINANCIAL IMPACT/HARDSHIP RELATED TO COVID-19

Important Dates

- Declaration of Local Emergency: March 16, 2020
- Expiration of *Local* Residential Temporary Moratorium: September 30, 2020
- Repayment Period for Deferred Rent from March through September 2020: October 1, 2020 through March 31, 2021. (*Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.*)
- Residential Eviction Protection under State Law: September 1, 2020 through June 30, 2021.
- *Local* Commercial Eviction Moratorium: March 2020 through March 31, 2021.

Frequently Asked Questions

***DISCLAIMER:** This document is not to be treated as legal advice. Tenants and landlords should seek the advice of an attorney to assess their unique factual situations. For information about legal resources, you may visit the following state website: lawhelpca.org.

Q. What if I can't pay my rent or mortgage because of COVID-19 restrictions or illness?

- A. The State of California has a lot of resources available to help everyone get through this pandemic, including expanded unemployment benefits. For job search assistance and other employment resources, visit <https://onwardca.org/>.

The State of California Employment Development Department (EDD) also has established a COVID-19 resource page to assist Californians who have lost their jobs or have had their hours reduced due to the impacts of COVID-19 in California. You can find the EDD COVID-19 resource page at: https://edd.ca.gov/about_edd/coronavirus-2019.htm.

For businesses, the U.S. Small Business Administration (SBA) has established a small business guidance and loan resource page at: <https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

If you are a lower income tenant (80% AMI or below), you may be eligible for rent relief through the new State Rental Assistance Program administered by the Department of Housing and Community Development. The program will be accepting applications no later than March 15, 2021. For the latest information on the program and its launch, visit <https://www.bcsd.ca.gov/covidrelief/>.

If you are still unable to pay rent, the City strongly encourages you to reach out to your landlord to discuss an alternative payment plan.

If you cannot pay your mortgage, Gov. Gavin Newsom announced a 90-day mortgage relief package in March 2020 that many of the major banks in the state were offering: <https://www.gov.ca.gov/2020/03/25/governor-gavin-newsom-announces-major-financial-relief-package-90-day-mortgage-payment-relief-during-covid-19-crisis/>. Banks' 90-day participation in the package was voluntary. You will therefore need to contact your bank to confirm if this, or similar relief, is still available.

In 2020, Assembly Bill 3088 created the "COVID-19 Small Landlord and Homeowner Relief Act." The Homeowner Act extends certain foreclosure protections to small landlords that would not otherwise apply to them under existing law. In general, a "small landlord" is a landlord that owns a residential property with no more than four dwelling units and that is occupied by one or more residential tenants. Among other protections created under the Homeowner Act, if a landlord has submitted a loan modification application to a lender, the lender cannot start or continue a foreclosure on a first lien mortgage or deed of trust that is secured by the landlord's residential real property if certain conditions are met. Those conditions require that the property be occupied by a tenant, contain no more than four dwelling units, and meet certain other criteria, including that the tenant occupying the property is unable to pay rent due to reduction in income resulting from COVID-19. These foreclosure protections will be in effect until September 1, 2021. The California Department of Real Estate (DRE) has additional information available at https://landlordtenant.dre.ca.gov/pdf/resources/landlord/Tenant_Fact_Sheet_Updates_ENG.pdf and https://landlordtenant.dre.ca.gov/homeowners/protection_guidelines.html.

Mortgage holders should also reach out to the bank or company that provided their loans to work out alternative payment plans.



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Q. What does the temporary moratorium on evictions mean?

- A. If you are financially impacted by the COVID-19 pandemic and unable to pay your rent during the local emergency for this reason, you cannot be evicted for nonpayment of rent if you comply with certain procedures.

The City had a residential eviction moratorium in place from March 2020 through September 2020. Its procedures governed for that time period and allowed for the future repayment of rent that was deferred during that time period. The City's residential eviction moratorium had a six-month repayment period, starting on October 1, 2020, and required residential tenants to repay rent deferred between March 1, 2020 through September 30, 2020, in full, by March 31, 2021.

Since adoption of the City's residential eviction moratorium, the state has enacted laws to provide uniform eviction protection through June 30, 2021. The state laws introduce a requirement for tenants who seek eviction protection to pay at least 25% of rent that came or will come due between September 2020 through June 30, 2021, to avoid eviction based on nonpayment of rent that came due during that period. State law provides that the 25% of rent due for those covered months must be paid by June 30, 2021. It can be paid in small amounts over the course of those months or in a single payment on June 30, 2021.

In sum, the Hermosa Beach moratorium period for nonpayment of rent ended September 30, 2020 and cannot be extended under state law. Tenants who complied with Hermosa Beach's ordinance through September 30, 2020 will be protected from eviction for nonpayment of rent due to COVID-19. The repayment period for rent deferred under the City's eviction moratorium begins October 1, 2020 and runs through March 31, 2021. (Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.)

For the period of time of October 1, 2020 through June 30, 2021, tenants must follow the preconditions for eviction protection under state law to receive eviction protection. Tenants who relied on the City's local moratorium are strongly encouraged to comply with state law requirements no later than March 31, 2021 (the date when the City's repayment period ends) to avoid eviction for nonpayment of rent after that date.

Q. What does the City's temporary moratorium on foreclosures mean?

- A. The City's temporary moratorium on foreclosures expired September 30, 2020. However, state law provides some protection against foreclosures.

On August 31, 2020, the "Small Landlord and Homeowner Relief Act" went into effect. The Homeowner Act extended certain foreclosure protections to homeowners and small landlords that

would not otherwise apply to them under existing law. In general, a “small landlord” is a landlord that owns a residential property with no more than four dwelling units and that is occupied by one or more residential tenants. Among other protections created under the Homeowner Act, if a landlord has submitted a loan modification application to a lender, the lender cannot start or continue a foreclosure on a first lien mortgage or deed of trust that is secured by the landlord’s residential real property if certain conditions are met. Those conditions require that the property be occupied by a tenant, contain no more than four dwelling units, and meet certain other criteria, including that the tenant occupying the property is unable to pay rent due to reduction in income resulting from COVID-19. In addition, if a mortgage servicer denies a forbearance request that is made by a borrower who is experiencing a financial hardship due to the COVID-19 emergency and the borrower was current on payment as of February 1, 2020, the servicer must provide a specified notice to the borrower stating reasons for the denial. To trigger the notice requirement, the borrower’s request must have been made between August 31, 2020 and September 1, 2021.

Q. What does financially impacted by the COVID-19 pandemic mean?

A. You are considered financially impacted by the COVID-19 pandemic if you lose income because of one of the following circumstances:

- You are sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- You were laid-off, had a reduction of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- You are complying with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- You have extraordinary out-of-pocket medical expenses; or
- You have childcare needs arising from school closures related to COVID-19.

Q. I am a residential tenant, what information do I have to supply my landlord?

A. The documentation requirements have changed.

March 2020 through September 2020 (Note: The time to do this has passed.)

Within 30 days of the rental due date, you must notify your landlord in writing of your inability to pay rent. The term “in writing” also includes via email to the landlord or their representative with whom you have previously corresponded through email.

You should include the reason you are unable to pay rent and provide the necessary documentation, which can include:

- COVID-19 positive test result documentation
- Letter, email and/or texts related to job loss, loss of hours or other income reduction
- Health authority communication about recommendation to stay home, self-quarantine, etc.
- Medical bills
- Receipts/invoices for child-care costs

October 2020- June 2021

State law requires tenants to return to their landlords a signed declaration of hardship within 15 days of receiving a notice of eviction from their landlords. High income tenants have additional documentation requirements. Tenants do not have to prepare this declaration. Landlords must provide a blank declaration to each tenant when serving a 15-day notice to pay rent.

Beginning October 1, 2020, eviction protections are provided through state law until June 30, 2021.

1. Beginning October 1, 2020, a “high income tenant” must:

- Return to the landlord a signed declaration of hardship within 15 days of receipt. A declaration must be signed each time one is provided by the landlord for the specified month or months.
- If the landlord already has proof of the tenant’s income on file, the tenant must also provide documentation of hardship if requested by the landlord in the 15-day notice.
- Repayment obligations are as follows:
 - For rent that came due March 16, 2020 through September 30, 2020, the tenant must pay past due rent in full by the end of the repayment period (March 31, 2021). *(Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.)*
 - For rent that came or will come due October 1, 2020 through June 30, 2021, the tenant must pay 25% of the total rent that came due during this period by June 30, 2021 to avoid eviction. The remaining rent must be paid by the end of the repayment period (March 31, 2021), unless an alternative payment plan is negotiated between the parties. *(Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.)*

2. Beginning October 1, 2020, a tenant that is not a “high-income tenant” must:

- Return to the landlord a signed declaration of hardship within 15 days of receipt. A declaration must be signed and returned each time one is provided by the landlord for the specified month or months. No documentation of COVID-19 related financial hardship is required.
- Repayment obligations are as follows:

- For rent that came due March 16, 2020 through September 30, 2020, the tenant must pay past due rent in full by the end of the repayment period (March 31, 2021). *(Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.)*
- For rent that came or will come due October 1, 2020 through June 30, 2021, the tenant must pay 25% of the total rent that came due during this period by June 30, 2021 to avoid eviction. The remaining rent must be paid by the end of the repayment period (March 31, 2021), unless an alternative payment plan is negotiated between the parties. *(Note: Even if you do not repay all the rent you owe by March 31, 2021, under state law, small claims courts will not be able to order you to pay this back-rent until August 1, 2021, at the earliest. To avoid court action, pay all past due rent by July 31, 2021.)*

3. Beginning October 1, 2020, a residential landlord is subject to the following:

- To evict a tenant, a landlord must serve a 15-day notice to pay rent or quit, which must be accompanied by an unsigned copy of a declaration of hardship. The notice must contain the text prescribed in the Act. If the landlord was required by law to provide a translation of the rental agreement in another language, a copy of the declaration form in that language must also be provided.
- A landlord may ask a “high-income tenant” to provide documentation of hardship in the 15-day notice only if the landlord already has proof of the tenant’s income on file. A landlord may not demand proof of income for any tenant.
- If a tenant fails to timely return a hardship declaration or fails to meet his or her repayment obligations by June 30, 2021, a landlord may file an eviction action on or after July 1, 2021.
- Starting February 1, 2021, landlords must provide tenants notice of the new State Rental Assistance Program in the manner specified in Senate Bill 91.

Residential tenants experiencing COVID-19-related financial hardships between September 1, 2020 and June 30, 2021 are also protected from eviction provided they pay at least 25 percent (25%) of the rent due during this period. The Act does not specify a specific repayment period (as the City’s local eviction moratorium ordinances have done).

State law allows landlords to start recovering deferred rent beginning August 1, 2021 by commencing actions in small claims court.

Q. What is a high-income tenant?

A. A “high-income tenant” is a residential tenant with a household income of not less than \$100,000 per year and whose household income is 130 percent (130%) of the county median household income. High-income tenants be

asked to submit additional documentation to support their hardship declarations. Landlords may not ask for proof of income to determine if you are a high-income tenant.

130 Percent (130%) Median Household Income
Los Angeles County, 2020¹

Members in Household	Income Limit
1	\$102,570
2	\$117,130
3	\$131,820
4	\$146,380
5	\$158,210
6	\$169,910
7	\$181,610
8	\$193,310

Q. Does the state or city moratorium apply to September 2020 rent?

A. Both. The City's eviction moratorium was in place through September 30, 2020 and should provide protection to tenants that complied with the city's notice requirements against evictions for nonpayment of rent that came due March 16, 2020 through September 30, 2020. The state law protections apply beginning September 1, 2020, provided that tenants complied with the preconditions of the state law. The two laws overlap for the month of September. Under the City's ordinance the tenant was responsible for notifying the landlord or inability to pay rent due to COVID-19. Under the state law, the landlord must have sent the tenant a 15-day notice and blank declaration. The tenant must have then responded with the required information to receive eviction protection.

Specifically starting September 1, 2020, any eviction notice for nonpayment must include a declaration of COVID-19-related financial distress form. This is a pre-written statement indicating that you cannot pay because of effects of the pandemic. In order to be protected by the state law, you must sign and return the declaration of COVID-19-related financial distress form to your landlord within the 15 days given to pay your rent, excluding Saturdays, Sundays, and court holidays. The declaration is under "penalty of perjury." This means that if you sign the declaration, you are swearing that the statements in the declaration are truthful, and you could be charged with the crime of perjury if you know the statements are not true for you but sign anyway.

¹ Calculated based on 100% area median income per household size provided by Los Angeles County Development Agency (LACDA) staff, September 14, 2020.

If you cannot pay due to impacts of COVID-19, we strongly encourage you to (1) provide a hardship declaration to your landlord on or before rent is due each month on your own, regardless of whatever you are given by your landlord AND return all declarations that must be provided with eviction notices for nonpayment of covered rent.

DO NOT IGNORE ANY NOTICE FROM YOUR LANDLORD.



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Q. I am a commercial tenant. What information do I have to supply my landlord?

A. For businesses that are closed (voluntarily or by mandate) to prevent the spread of the virus, you should take the following steps:

1. Within 30 days of the rental due date, notify landlords in writing about your inability to pay rent
2. State the ways in which you have been financially impacted. This can include that the business is closed voluntarily or by mandate to prevent spread of the virus.
3. Provide documentation that the business is closed and income is lost or reduced during this time, which can include:
 - Health department order to close business
 - Notification to public and customers that business is closed
 - COVID-19 positive test result documentation
 - Letter, email and/or texts related to closure of business or other income reduction

If you have suffered partial loss in income, a commercial tenant must pay the pro-rated share of rent that corresponds to the net income generated during the period of loss.

Q. Does this mean I don't have to pay rent?

A. No, the City's commercial eviction moratorium does not relieve tenants from eventually paying the rent. All commercial rent must be paid within six months after the end of the local commercial eviction moratorium (currently set to expire on March 31, 2021), unless the tenant and landlord mutually agree to a different term. The landlord may not charge a late fee or penalties on the rent.

Q. My landlord has already started an eviction proceeding against me, does this moratorium stop that process if I was unable to pay full rent due to COVID-19 financial impacts?

A. The City's moratoriums only apply to evictions for nonpayment of rent that were served or filed after March 16, 2020. They do not apply to those proceedings served and filed before the declaration of the local emergency.

Q. What should I do if I cannot pay the rent or if my landlord tries to evict me?

A. If you are a residential tenant that is/was unable to pay your full rent between March 16, 2020 and June 30, 2021, because of circumstances related to the COVID-19 pandemic, here is what you should do:

1. Do not leave your home.
2. Let your landlord know that you could not/cannot pay full rent because of circumstances related to COVID-19 and try to arrange a payment plan.
3. It is best to alert your landlord before you miss a rental payment.
4. If you miss a rental payment or do not pay your full rent when it is due, your landlord may provide a "Notice to Pay Rent or Quit."

5. If you receive this notice, return the signed declaration of hardship that accompanies the notice within 15 days (excluding Saturdays, Sundays, and court holidays) of receiving the notice. High income tenants may have additional documentation requirements. Under state law, 25% of the rent that came due after September 1, 2020 must also be paid by June 30, 2021 to avoid eviction.

Q. Are there reasons I can be evicted from my home during the state residential eviction moratorium?

A. Yes, you can be evicted for reasons other than for nonpayment of rent due to a COVID-19 hardship, including:

- Posing a public health and/or safety threat to other tenants
- Breaching a material term of the lease (except nonpayment of rent due to COVID-19 hardships)
- Damaging the property
- Engaging in criminal activity in the residential property, including common areas
- Using the property for unlawful purposes
- The landlord or the landlord's family wants to move in*
- The landlord wants to remove the entire rental building/property from the market pursuant to the Ellis Act*
- A court or government agency order requires you to vacate*
- The landlord intends to demolish or substantially remodel the unit but only if (1) the work is necessary to comply with health and safety laws and (2) the landlord first obtains City permits to perform the work*

All grounds with an asterisk (*) next to it require the landlord to provide tenants with relocation assistance. All remaining grounds require the landlord to provide tenants with an opportunity to fix the violation. The landlord cannot use any of the above grounds as a fake reason to evict you for nonpayment of rent due to a COVID-19 hardship.



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Q. What should I do if I receive a notice of an Unlawful Detainer?

- A. If you have reached the expiration date listed on the "Notice to Pay Rent or Quit" and have not returned the required hardship declaration, and are unable to work out a payment plan with your landlord, you may receive a formal eviction or "Unlawful Detainer." This means you may have to go to court to fight the eviction.

IT IS IMPORTANT TO SEEK LEGAL ASSISTANCE IN RESPONDING TO ANY EVICTION OR "UNLAWFUL DETAINER" ACTION FILED BY YOUR LANDLORD. If a tenant is served with Court papers or an Unlawful Detainer action, they should immediately seek legal counsel and assistance in responding to the Unlawful Detainer.

DO NOT IGNORE A NOTICE FROM THE COURT OR UNLAWFUL DETAINER NOTIFICATION!

Tenants do not have to leave their units unless they are served with a Sheriff's Order, which happens after the case is heard in Court.